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AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
OF  
THE ROYAL CLUSTERS AT KINGSBURY TRACE

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE ROYAL CLUSTERS AT KINGSBURY TRACE RECORDED AT INSTRUMENT NO. 54074251 OF THE SUMMIT COUNTY RECORDS

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE ROYAL CLUSTERS AT KINGSBURY TRACE WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 2/8/2019

BY: Beverly Coble  
FISCAL OFFICER

DOC # 56444390



**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS OF  
THE ROYAL CLUSTERS AT KINGSBURY TRACE**

**RECITALS**

- A. The Declaration of Covenants, Conditions, Easements and Restrictions of The Royal Clusters at Kingsbury Trace (the "Declaration") was recorded at Summit County Records, Instrument No. 54074251.
- B. The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Royal Clusters at Kingsbury Trace and as such is the representative of all Owners.
- C. Declaration Article XVI, Section 16.12(d), as amended, authorizes amendments to the Declaration.
- D. Owners representing at least a majority of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment").
- E. As of December 21, 2018, Owners representing 52.22 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.
- F. The Association has complied with the proceedings necessary to amend the Declaration, as required by the Declaration, in all material respects.

**AMENDMENT**

The Declaration of Covenants, Conditions, Easements and Restrictions of The Royal Clusters at Kingsbury Trace is amended by the following:

INSERT a new PARAGRAPH (c) to DECLARATION ARTICLE VI, SECTION 6.3 entitled, "Utilities." Said new addition, to be added to Page 19 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251, is as follows:



(c) The Board, on behalf of the Association and the Owners, individually and collectively, may, from time to time, negotiate and enter into one or more bulk-rate or similar type contracts or agreements for the provision of satellite, internet, telephone, or cable service (or a combination of any such services) for the Common Elements and the Sublots. The Board will determine whether the cost of any such service(s) is to be included and assessed to Sublots as a Common Expense, or as a separate charge to each Sublot on a reasonable basis (whether assessed equally or based on the level of service available or provided for use by each Sublot), as the Board so determines.

Any conflict between this provision and any other provision in the Declaration and Bylaws will be interpreted in favor of this provision permitting the Association to contract for satellite, internet, phone, or cable service for the Common Elements and the Sublots. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought within one year of the recording of this amendment.

The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc. has caused the execution of this instrument this 28 day of January, 2019.

THE ROYAL CLUSTERS AT KINGSBURY TRACE HOMEOWNERS'  
ASSOCIATION, INC.

By: Jane Scott, President  
JANE N. SCOTT, President

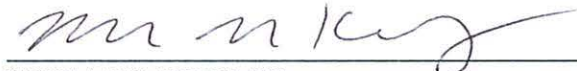
By: Antoinette Argentine, Secretary  
ANTOINETTE ARGENTINE, Secretary



STATE OF OHIO )  
 )  
COUNTY OF Summit ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 4, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.


I have set my hand and official seal this 28 day of January, 2019.

  
NOTARY PUBLIC

Place notary stamp/seal here:



Megan N. Keys  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 04/10/2021

This instrument prepared by:  
KAMAN & CUSIMANO, LLC, Attorneys at Law  
50 Public Square, Suite 2000  
Cleveland, Ohio 44113   
(216) 696-0650  
ohiohoalaw.com







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AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
OF  
THE ROYAL CLUSTERS AT KINGSBURY TRACE

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE ROYAL CLUSTERS AT KINGSBURY TRACE RECORDED AT INSTRUMENT NO. 54074251 AND THE CODE OF REGULATIONS OF THE ROYAL CLUSTERS AT KINGSBURY TRACE HOMEOWNERS' ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 54074252, OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE ROYAL CLUSTERS AT KINGSBURY TRACE WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

**JOHN A. DONOFRIO**

DATED: 6-23-06

BY: \_\_\_\_\_  
FISCAL OFFICER

*By Q. Taylor, Deputy Auditor*

AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS OF THE ROYAL CLUSTERS AT KINGSBURY TRACE

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions of The Royal Clusters at Kingsbury Trace (the "Declaration") was recorded at Summit County Records Instrument No. 54074251 and the Code of Regulations of The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc. (the "Code"), attached to and made a part of the Declaration was recorded at Summit County Records Instrument No. 54074252, and

WHEREAS, The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in The Royal Clusters at Kingsbury Trace and as such is the representative of all Owners, and

WHEREAS, Article XVI, Section 16.12(d) of said Declaration authorizes amendments to the Declaration and Code Article VII, Section 6 authorizes amendments to the Code, and

WHEREAS, a meeting of the Association's Owners was held on or about APRIL 12, 2006, and, at such meeting and any adjournment thereof, Owners representing at least a majority (>50%) of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments A, B, C, D, E, F, G, H, I, J, K, L, M, N and O signed by Owners representing a majority (>50.0%) of the Association's voting power as of May 22, 2006, together with the minutes from said meeting and any adjournment thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing a majority (>50.0%) of the Association's voting power authorizing the Association's officers to execute Amendments A, B, C, D, E, F, G, H, I, J, K, L, M, N and O on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration of Covenants, Conditions, Easements and Restrictions of The Royal Clusters at Kingsbury Trace have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants, Conditions, Easements and Restrictions of The Royal Clusters at Kingsbury Trace is hereby amended by the following:



AMENDMENT A

INSERT a new DECLARATION ARTICLE VII, SECTION 7.26 entitled, "Occupancy Restriction." Said new addition, to be added on Page 32 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251, is as follows:

Section 7.26 Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Living Unit for any length of time. Any violation of this restriction shall subject the Owner and/or any Occupant of the Living Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or Occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Code shall be interpreted in favor of this restriction on the occupancy of Living Units. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

DELETE the last SENTENCE of DECLARATION ARTICLE VI, SECTION 6.1(e) entitled, "Drainage System." Said deletion is to be made on Page 18 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251

~~The cleaning, maintenance and repair of gutters, downspouts, and other facilities attached to Living Units are the responsibility of the Owners of such Living Units.~~

MODIFY the 1<sup>st</sup> SENTENCE of DECLARATION ARTICLE VI, SECTION 6.4 entitled, "Exterior Maintenance of Living Units and Maintenance of Originally Installed Landscaping by the Association." Said modification, to be made on Page 19 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251, is as follows (new language is underlined):





In addition to the maintenance and repair of the Common Areas, the Association shall provide exterior maintenance, repair and replacement for each Living Unit as follows: exterior paint, repair and care of roofs, foundations, Party Walls, gutters (including cleaning), downspouts (including cleaning), exterior building surfaces, repair, replacement and maintenance of driveways, including snow removal from driveways, maintenance of the Originally Installed Landscaping and other structural and non-structural improvements.

Any conflict between the above provision and any other provisions of the Declaration and Code shall be interpreted in favor of this Amendment making the Association responsible for the cleaning, maintenance and repair of gutters and downspouts on Living Units. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of this amendment; whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT C

MODIFY DECLARATION ARTICLE III, SECTION 3.8 entitled, "Parking in Common Areas." Said modification, to be made on Page 11 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251, is as follows (deleted language is crossed-out; new language is underlined):

#### Section 3.8 - Parking in Common Areas

There shall be no parking of motor vehicles on Association Roads, except that non-Occupant guests may temporarily park on Association Roads, subject to reasonable rules and regulations and further provided that there shall be (1) no parking overnight; (2) no parking in the cul-de-sacs or on the side of the street with fire hydrants; (3) no parking on the shoulder(s) or grassy area(s); and (4) no parking if snow exceeds two inches (2"). ~~e~~Certain off-street parking areas situated off of Association Roads are also designated for parking by visitors or guests on a temporary basis subject to reasonable rules and regulations, and subject to applicable laws. The Developer ~~and/or the Association~~ reserves the right to create additional off-street parking spaces to be situated within the Common Areas off of the Association Roads.



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John A Donofrio, Summit Fiscal Officer

MODIFY the 3<sup>rd</sup> SENTENCE of DECLARATION ARTICLE VII, SECTION 7.9 entitled, "Storage of Vehicles and Machinery; No Parking on Association Roads" and INSERT a NEW SENTENCE THEREAFTER. Said modification, to be made on Page 27 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251, is as follows (deleted language is crossed-out; new language is underlined):

~~Furthermore, there shall be no parking of motor vehicles on the Association Roads, except that the Developer and/or the Board may designate certain off-street parking areas for temporary use by visitors or guests subject to reasonable rules and regulations, and subject to applicable laws, and except that the Developer may maintain a construction/office/sales trailer(s) on the Common Areas and on Sublots owned by the Developer so long as the construction and sales by the Developer of Living Units on the Property is continuing.~~ Non-Occupant guests may temporarily park on Association Roads, subject to reasonable rules and regulations and further provided that there shall be (1) no parking overnight; (2) no parking in the cul-de-sacs or on the side of the street with fire hydrants; (3) no parking on the shoulder(s) or grassy area(s); and (3) no parking if snow exceeds two inches (2").

Any conflict between the above provision and any other provisions of the Declaration and Code shall be interpreted in favor of this Amendment permitting visitor and guest parking on Association Roads. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT D

MODIFY DECLARATION ARTICLE VII, SECTION 7.20(c) entitled, "Names of Owners and Occupants of Living Units." Said modification, to be made on Page 30 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251, is as follows (new language is underlined):

(c) Names of Owners and Occupants of Living Units. To enable the Association to maintain accurate records of the names, addresses and phone numbers of Owners and other Occupants of Living Units, each Owner agrees to notify the Association in writing within five (5) days of any change in information while they continue to own or occupy the Living Unit. Furthermore, each Owner agrees to notify the Association in writing after such Owner's Living Unit has been transferred or leased to another person. In addition, each Owner agrees to provide to a purchaser or lessee of such



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Owner's Living Unit a copy of this Declaration, the Code, the Rules and other relevant documents.

Any conflict between this provision and any other provisions of the Declaration and Code of Regulations shall be interpreted in favor of this amendment requiring Owners and/or Occupants to advise the Association of any change in information within five (5) days. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT E

All references in the Declaration and Code of Regulations to the term "Board of Trustees" shall be replaced with the term "Board of Directors."

MODIFY DECLARATION ARTICLE II, SECTION 2.2(g) entitled, "BOARD." Said modification, to be made on Page 5 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251, is as follows (deleted language is crossed-out; new language is underlined):

(g) "BOARD." The Board of Directors ~~Trustees~~ of the Association. The Board is sometimes also referred to as the "Directors ~~Trustees~~."

Any conflict between this provision and any other provisions of the Declaration and Code of Regulations shall be interpreted in favor of this amendment changing the definition of "Board of Trustees" to "Board of Directors". Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.



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John A Danofrio, Summit Fiscal Officer

AMENDMENT F

INSERT a new DECLARATION ARTICLE IX, SECTION 9.11 entitled, "Application of Payments." Said new addition, to be added on Page 38 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251, is as follows:

Section 9.11 - Application of Payments

The Association shall credit payments made by a Delinquent Owner in the following order of priority:

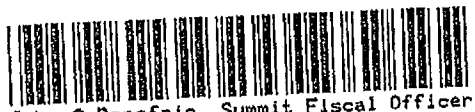
- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

Any conflict between this provision and any other provisions of the Declaration and Code of Regulations shall be interpreted in favor of this Amendment determining the priority in which payment shall be credited to a delinquent account. Upon the recording of this amendment, only owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT G

INSERT a new 2<sup>nd</sup> PARAGRAPH to DECLARATION ARTICLE IX, SECTION 9.3 entitled, "No Exemption for Non-Use of Facilities; No Refund of Reserves." Said new addition, to be added on Page 36 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251, is as follows:

The obligation to pay all Assessments is an independent covenant. No Owner of a Living Unit may exempt himself/herself from liability for Assessments by waiver of the use or enjoyment of any of the Common Areas, by the abandonment of his/her Living Unit, or for any other reason. Regardless of any effort or action of a Owner to the contrary, the Association shall credit any and all payments made by an Owner for all Assessments levied against such



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Owner in the order established in Declaration Article IX, Section 9.11, as amended, and if not amended, in order so established by the Board.

Any conflict between this provision and any other provisions of the Declaration and Code of Regulations shall be interpreted in favor of this Amendment requiring Owners to pay Assessments as an independent obligation. Upon the recording of this amendment, only owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT H

MODIFY DECLARATION ARTICLE XVI, SECTION 16.12(d). Said modification, to be made on Page 53 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251, is as follows (deleted language is crossed-out; new language is underlined):

(d) Except as expressly provided in this Declaration, ~~and after expiration of the period set forth in (a) of this Article,~~ any provision of this Declaration may be amended or repealed in writing or following a meeting of the Members held for such purpose, by the affirmative vote of the Class "B" ~~Member and the vote of at least a majority of the voting power of the Class~~ "A" Members unless a greater percentage of vote is required pursuant to this Declaration or in accordance with the statutes of the State of Ohio; provided, however, that any amendment which would terminate or materially affect the easements set forth in Article III of this Declaration shall not be amended (except as expressly provided to the contrary in this Declaration) unless all persons whose rights are terminated or materially affected shall affirmatively consent in writing to such amendment; provided further, that any amendment affecting the rights of Developer in this Declaration shall not be effective without the prior written consent of Developer. If a meeting is held, ~~Written~~ notice shall be given each Member at least ten (10) days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice shall expressly state the modification to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Association, signed by the Developer if the amendment affects the rights of the Developer and filed for record with the Summit County Records Recorder.



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John A. Donofrio, Summit Fiscal Officer

Any conflict between this provision and any other provision of the Declaration and Code shall be interpreted in favor of this amendment permitting Owners to vote on amendments without a meeting. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT I

MODIFY CODE ARTICLE II, SECTION 9 entitled, "Proxies." Said modification, to be made on Page 3 of the Code, as recorded at Summit County Records, Instrument No. 54074252, is as follows (new language is underlined):

Section 9. Proxies. Class "A" Members may execute written consents, waivers or releases or otherwise act or vote in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a Member or Members of a proxy to vote or act on his or her behalf shall be made in writing and signed by such Member or Members or appointed in any other manner permitted by Ohio law, shall be submitted to the Secretary of the Association (or if there is no Secretary, then with the person conducting the meeting for which the proxy is given) at or before the meeting and shall be revocable at any time by actual notice to the Secretary of the Association by the Member or Members making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. The presence at a meeting of the person appointing a proxy does not revoke the appointment.

Any conflict between this provision and any other provision of the Declaration and Code shall be interpreted in favor of this amendment permitting the use of proxies as permitted by Ohio law. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.



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AMENDMENT J

MODIFY CODE ARTICLE II, SECTION 13 entitled, "Action Without A Meeting." Said modification, to be made on Page 4 of the Code, as recorded at Summit County Records, Instrument No. 54074252, is as follows (deleted language is crossed-out; new language is underlined):

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Class "A" Members or any action which may be taken at a meeting of the Class "A" Members, including votes to amend the Declaration or Code but excepting an action for the removal of a Board member, may be taken without a meeting with the approval of, and in writing or writings signed by, Owners having the percentage of voting power required to take such action as if it had been taken at a meeting. ~~If a consent in writing setting forth the action so taken shall be signed by all of the Class "A" Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Class "A" Members.~~ Such writings shall be filed at the direction of the Secretary of the Association.

Any conflict between the above provision and any other provisions of the Declaration and Code shall be interpreted in favor of this Amendment permitting actions without a meeting. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT K

MODIFY CODE ARTICLE III, PARAGRAPH B, SECTION 17 entitled, "Action Without a Formal Meeting." Said modification, to be made on Page 10 of the Code, as recorded at Summit County Records, Instrument No. 54074252, is as follows (deleted language is crossed-out; new language is underlined):

Section 17. Action Without a Formal Meeting. Any action, except removal of Directors or officers, to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed, or approved at the immediately following Board meeting, by electronic mail, by telegram, by telephone or by such other means as permitted by Ohio law, by all of the members of the Board, and such consent shall have the



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same force and effect as a ~~unanimous~~ majority vote taken at a meeting. An explanation of the action taken shall be posted at a prominent place or places within the Common Areas within three (3) days after the written consents of all the members of the Board have been obtained.

Any conflict between the above provision and any other provisions of the Declaration and Code shall be interpreted in favor of this Amendment permitting Board actions without a meeting. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT L

MODIFY CODE ARTICLE III, PARAGRAPH C, SECTION 21 entitled, "Borrowing." Said modification, to be made on Page 14 of the Code, as recorded at Summit County Records, Instrument No. 54074252, is as follows (deleted language is crossed-out; new language is underlined):

Section 21. Borrowing. The Board shall have the power to borrow money, assign the Association's right to future income, including the right to receive common assessments and insurance proceeds, as collateral for any monies borrowed, and issue, sell and/or pledge notes, bonds and/or other evidences of indebtedness of the Association and execute related documents, for the purpose of repair or restoration of the Common Areas or Areas of Common Responsibility without the approval of the Class "A" Members of the Association; provided, however, the Board shall obtain membership approval in the same manner as is provided in Section 9.1 of the Declaration for Assessments for borrowings made for matters referred to in said Section.

Any conflict between this provision and any other provision in the Declaration and Code shall be interpreted in favor of this provision giving the Board, on behalf of the Association, the authority to assign assessments as collateral for a loan. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether of procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the Amendment.



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John A Donofrio, Summit Fiscal Officer



AMENDMENT M

INSERT a new CODE ARTICLE III, PARAGRAPH C, SECTION 18(p). Said new addition, to be added on Page 12 of the Code, as recorded at Summit County Records, Instrument No. 54074252, is as follows:

(p) Subject to the Declaration and Code, the Association may purchase, hold title to, and sell real property that is not declared to be part of the Property with the approval of the Owners who exercise not less than fifty percent (50%) of the voting power of the Association, and the authorization of the Board of Directors. Expenses incurred in connection with any transaction pursuant to this section are Common Expenses.

Any conflict between this provision and any other provision in the Declaration and Code shall be interpreted in favor of this provision giving the Board, on behalf of the Association, to purchase property. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether of procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the Amendment.

AMENDMENT N

INSERT a new 8<sup>th</sup> SENTENCE to the 1<sup>st</sup> PARAGRAPH of CODE ARTICLE VI, SECTION 1 entitled, "Preparation of Estimated Budget." Said new addition, to be added on Page 19 of the Code, as recorded at Summit County Records, Instrument No. 54074252, is as follows:

In the alternative, if the Association has collected a common surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

Any conflict between the above provision and any other provisions of the Declaration and Code shall be interpreted in favor of the Amendment permitting the Association to apply common surplus towards reserves. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.



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John A. Donofrio, Summit Fiscal Officer

AMENDMENT O

DELETE the last SENTENCE of DECLARATION ARTICLE VII, SECTION 7.5 entitled, "Animals." Said deletion is to be made on Page 25 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251, is as follows: (deleted language is struck-through)


~~An Owner may erect or install a dog house within the rear of such Owner's Sublot with the prior written approval of the Design Review Committee.~~

Any conflict between the above provision and any other provisions of the Declaration and Code shall be interpreted in favor of the Amendment prohibiting dog house from being erected on Sublots. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc. has caused the execution of this instrument this 13<sup>th</sup> day of JUNE, 2006.

THE ROYAL CLUSTERS AT KINGSBURY TRACE  
HOMEOWNERS' ASSOCIATION, INC.

By:   
DOUGLAS C. DOMECK, its President

By:   
BEVERLY A. JOHNSON, its Secretary



John A Donofrio, Summit Fiscal Officer

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STATE OF OHIO )

COUNTY OF Summit )

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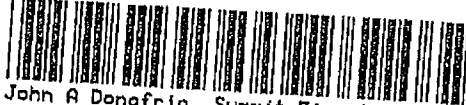
BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 13 of 14, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Akron, Ohio, this 13<sup>th</sup> day of June, 2006.

Karen Ann Fegal  
NOTARY PUBLIC

KAREN ANN FEGAL, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Dec. 9, 2010

*ENV*  
This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
50 Public Square  
2000 Terminal Tower  
Cleveland, Ohio 44113  
(216) 696-0650

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John A Donofrio, Summit Fiscal Officer



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John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
OF  
THE ROYAL CLUSTERS AT KINGSBURY TRACE

**TRANSFER NOT NECESSARY**  
**John A. Donofrio, Fiscal Officer**

6-16-04 ja

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS OF THE ROYAL CLUSTERS AT KINGSBURY TRACE RECORDED  
BY INSTRUMENT NO. 54074251 AND THE CODE OF REGULATIONS OF THE  
ROYAL CLUSTERS AT KINGSBURY TRACE HOMEOWNERS' ASSOCIATION, INC.  
RECORDED AT INSTRUMENT NO. 54074252 OF THE SUMMIT COUNTY RECORDS.

AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS OF THE ROYAL CLUSTERS AT KINGSBURY TRACE

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions of The Royal Clusters at Kingsbury Trace (the "Declaration") and the Code of Regulations of The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc. (the "Code"), attached to the Declaration, were recorded at Summit County Records Instrument No. 54074251 and Instrument No. 54074252, respectively, and

WHEREAS, The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Royal Clusters at Kingsbury Trace and as such is the representative of all Owners, and

WHEREAS, Article XVI, Section 16.12 of said Declaration authorizes amendments to the Declaration and Code Article VII, Section 6 authorizes amendments to the Code, and

WHEREAS, Owners representing at least a majority of the Association's voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Owners representing 83.33% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 83.33% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Owners representing 89.28% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 89.28% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration of Covenants, Conditions, Easements and Restrictions of The Royal Clusters at Kingsbury Trace have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants, Conditions, Easements and Restrictions of The Royal Clusters at Kingsbury Trace is hereby amended by the following:



John A Donofrio, Summit Fiscal Officer

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## AMENDMENT A

INSERT a new CODE Article III, Paragraph D entitled, "Indemnification of Trustees and Officers." Said new addition, to be added on Page 17 of the Code, as recorded at Summit County Records, Instrument No. 54074252, is as follows:

D. Indemnification of Trustees and Officers. The Association shall indemnify any Trustee or officer of the Association or any former Trustee or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Trustee or officer of the Association, provided it is determined in the manner hereinafter set forth that (i) such Trustee or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; and (ii) such Trustee or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; and (iii) in any criminal action, suit or proceeding, such Trustee or officer had no reasonable cause to believe that his/her conduct was unlawful; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The determination hereinabove required shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Trustee or officer has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified as set forth herein.

(1) Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of a request to repay such amounts.

(2) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, this Code or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(e) of the Ohio Revised Code, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Trustee or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Trustee or officer of the Association.



(3) Indemnification by Owners. The Trustees and officers of the Association shall not be personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Owners shall indemnify, defend and hold harmless each of the Trustees and officers of the Association against all contractual liabilities to third parties arising out of contracts made on behalf of the Association, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or this Code. Every agreement made by any Trustee or officer of the Association shall provide that such Trustee or officer of the Association is acting only as a representative of the Association and shall have no personal liability thereunder (except as an Owner).

(4) Cost of Indemnification. Any sum paid or advanced by the Association under this Paragraph shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Paragraph; provided, however, that the liability of any Owner arising out of the contract made by any Trustee or officer of the Association, or out of the aforesaid indemnity in favor of such Trustee or officer of the Association, shall be limited to such proportion of the total liability hereunder as said Owner's pro rata share bears to the total percentage interest of all the Owners as Members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Code shall be interpreted in favor of this amendment for the indemnification of Trustees and officers of the Association. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT B

DELETE DECLARATION Article VII, SECTION 7.20(b) entitled, "Owner's Right to Lease Living Unit." Said deletion is to be taken from Pages 29-30 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251.

INSERT a new DECLARATION Article VII, SECTION 7.20(b) entitled, "Owner's Right to Lease Living Unit." Said addition, to be made on Pages 29-30 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251, is as follows:



John A Donofrio, Summit Fiscal Officer

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(b) Owner's Right to Lease Living Unit. No Living Unit shall be leased, let or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of resident Owners, subject to the following:

(1) This restriction does not apply to: A) Living Units that are occupied by the parent(s) or child(ren) of the Owners; or, B) any Owners leasing his/her Living Unit at the time of recording of this amendment with the County Fiscal Office, and who has registered his/her Living Unit as being leased with the Association within ninety (90) days of the recording of this amendment, said Owners shall continue to enjoy the privilege of leasing that Living Unit until the title to said Living Unit is transferred to a subsequent Owner.

(2) To meet a special situation and to avoid an undue hardship or practical difficulty, the Board shall grant permission to an Owner to lease his/her Living Unit to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(3) In no event shall a Living Unit be rented by the Owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Living Unit, in whole or in part, is also prohibited.

(4) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Code, and Rules. The Board is appointed as Agent, with full power of attorney, to dispossess the lessee or otherwise act for the Owner for violation of the Declaration, Code or the Rules. Any land contract for the sale of a Living Unit must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Owner shall continue to be responsible for all obligations of ownership of his/her Living Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

Any conflict between this provision and any other provisions of the Declaration and Code shall be interpreted in favor of this restriction on the leasing of Living Units. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity



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John A Donofrio, Summit Fiscal Officer

of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc. has caused the execution of this instrument this 7 day of June, 2004.

THE ROYAL CLUSTERS AT KINGSBURY TRACE  
HOMEOWNERS' ASSOCIATION, INC.

By: Edee Broaddus  
EDEE BROADDUS, its President

By: Susan F. Sturgeon  
SUSAN F. STURGEON, its Secretary

STATE OF OHIO )  
COUNTY OF Summit )

SS



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BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in akron, Ohio, this 7 day of June, 2004.

Jl Muren  
NOTARY PUBLIC

This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
50 Public Square  
600 Terminal Tower  
Cleveland, Ohio 44113  
(216) 696-0650

JENNIFER ANDERSON  
Notary Public, State of Ohio  
Recorded in Summit County  
My Commission Expires March 3, 2008